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PETER B. KENNEY

October 5, 1977

7-278AC33

Honorable H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
12th St. & Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. 9022 Filed & Recorded

OCT 5 1977 12 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Please accept for recordation pursuant to §20c of the Interstate Commerce Act, 49 U.S.C. §20c, the following lease agreement between PLM (formerly Professional Lease Management, Inc.), as leasing agent for Arthur R. Dubs, and William M. Gibbons, as Trustee for the Chicago, Rock Island and Pacific Railroad.

LESSOR: PLM (formerly PROFESSIONAL LEASE MANAGEMENT, INC.)
One Embarcadero Center
Suite 2407
San Francisco, California 94111
(As agent for Arthur R. Dubs)

LESSEE: WILLIAM M. GIBBONS, AS TRUSTEE FOR THE
CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD
745 South LaSalle Street
Chicago, Illinois 60605

DESCRIPTION: 59 new 100-ton covered hopper cars,
bearing A.A.R. designations PLMX
10092 to PLMX 10150, inclusive.

Thank you for your assistance.

Yours very truly,

Jacob P. Billig

JPB:tac
Enclosure

FEE OCT 11 1977

OCT 5 11 51 AM '77

RECORDATION NO. 9022 Filed & Recorded

MASTER LEASE AGREEMENT

OCT 5 1977 12 25 PM

FOR

INTERSTATE COMMERCE COMMISSION

RAILROAD CARS

This Agreement entered as of the 15th day of February, 1977, by and between PROFESSIONAL LEASE MANAGEMENT, INC., a California corporation (hereinafter called "Lessor"), and William M. Gibbons, Trustee (hereinafter called "Lessee").

RECITALS

This Agreement is for the lease of railroad cars. Lessee requires the use of the railroad cars during three separate periods which are set forth in the Agreement, and Lessor is willing to make the railroad cars available to Lessee during such periods. At other times during the term of this Agreement, the cars will be utilized by other lessees under lease agreements which are identical or similar to this Agreement (the "other leases"). Because the use of the railroad cars will rotate among the various lessees during the term hereof, Lessor and Lessee recognize and acknowledge that the performance of this Agreement and the other leases

requires the cooperation of the Lessee with the lessee who will use the railroad cars before and after Lessee's use thereof under this Agreement.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

ARTICLE I

LEASE

Lessor agrees to furnish and to lease to Lessee, and Lessee agrees to accept and use, on the terms and conditions set forth herein, the railroad cars (such railroad cars being hereinafter collectively referred to as "cars" and separately as "car") which are described more particularly in the attached Exhibit "A", and any amendments thereto which may hereafter be agreed upon by Lessor and Lessee.

ARTICLE II

TERM

The term of this Lease shall be for the period from February 15, 1977 to February 15, 1980, unless terminated by Lessee upon giving to Lessor not less than one hundred and eighty days' advance written notice of such termination; provided, however, that the effective date of any such termination may not occur during any Period (as hereinafter defined). Each year during the Term, Lessor shall make the cars available to Lessee as set forth herein during the period set forth in the attached Exhibit "B" (such period hereinafter called the "Period(s)"). The lessees of the cars under other leases and the Periods during which the cars shall be made available to such lessees shall also be as set forth in Exhibit "B". Lessee shall have the option to extend the term of this Lease for two (2) successive additional one year periods on the same terms and

conditions as contained herein. Lessee may exercise its option to extend for the first additional year period on or before January 31, 1979, and, if Lessee has exercised its option with respect to the first additional year period, Lessee may exercise its option to renew for the second additional year period on or before January 31, 1980.

The Lease unless terminated in accordance with the terms hereof shall remain in full force and effect, with respect to each of the Cars, initially during each Period during each of the three (3) years from the date hereof and thereafter for two (2) successive additional one (1) year periods if this agreement is renewed pursuant to the terms hereof, and shall continue to remain in full force and effect thereafter with regard to each of the Cars, unless terminated by either party upon giving to the other not less than one hundred eighty (180) days' advance written notice of such termination.

ARTICLE III

DELIVERY

A. Date of Delivery.

Except as set forth in Article XI hereof, the Lessor shall deliver or cause the cars to be delivered on the first day of each Period set forth in Exhibit "B". The

obligation of the Lessor to deliver the cars shall be excused for any causes due to strikes, riots, storms, fires, explosions, acts of God, war, governmental action, or any other cause whether similar or dissimilar thereto which is beyond the reasonable control of the Lessor and/or the prior lessee, and in the event of a delay in delivery on account of such causes, Lessor shall deliver the cars to Lessee as soon as reasonably possible thereafter.

B. Place of Delivery.

Delivery of the cars to Lessee shall be to such point or points as may be mutually agreed upon by Lessor and Lessee. On Delivery at the commencement of each Period hereunder, Lessee shall inspect each car and shall accept each car if each car complies with the description set forth in Exhibit "A" and if found to be fit and suitable for operation as such terms are defined in the Code of Rules (as defined in Article IX hereof). Lessee shall accept a car by loading it or causing it to be loaded, and the date of loading of a car by or on behalf of Lessee shall be the date of the acceptance of such car by Lessee as set forth in this paragraph.

ARTICLE IV

MARKINGS

A. At the time of delivery of the cars by Lessor to Lessee, the cars will be plainly marked on each side with Lessor's identification marks. If during the continuance of this Lease such markings shall at any time be removed or become illegible, wholly or in part, except on account of ordinary wear and tear, Lessee shall immediately cause such markings to be restored or replaced at Lessee's expense.

B. Lessee shall not place, nor permit to be placed, any additional lettering or marking of any kind upon the cars without Lessor's prior written consent, except that Lessee shall have the right to affix a removable placard to identify the cars as being in Lessee's service.

ARTICLE V

PAYMENT OF RENTALS: OPINIONS OF COUNSEL; ACKNOWLEDGMENT;
COURT ORDER

A. Monthly Rentals.

The monthly rental with respect to each car shall be as set forth in Exhibit "B" and shall be payable in advance on or before the first day of the month during each Period during the term hereof. If a car or cars are not delivered to Lessee on the first day of the month, the first rental payment therefor during such Period shall be payable on the date of delivery and shall be at the monthly rate, pro-rated on a daily basis for the number of days from the date of delivery to the end of the calendar month. If the last day of a Period is not the final day of a calendar month, the final rental payment during each Period shall be at the monthly rental rate pro-rated for the number of days from the last day of the final calendar month to the final day of the Period. If the Lessee delivers a car or cars to Lessor or a subsequent lessee on a date after the last day of a Period, Lessee shall pay Lessor on delivery rental therefor at the monthly rate pro-rated on a daily basis for the number of days from the last day of such month to the date of such delivery.

B. Opinion of Counsel.

Lessee on or before the execution of this Lease shall furnish to Lessor an opinion of counsel satisfactory to counsel for Lessor that:

1. Lessee is duly authorized and has the requisite power to enter into the Lease, and any payments to be made hereunder constitute a valid administration expense of the current proceedings in the United States District Court for the Northern District of Illinois, Eastern Division, under Chapter 77 of the Bankruptcy Act (the "Proceedings").

2. The Lease had been duly authorized, executed and delivered by the Lessee, and constitutes a valid, legal and binding agreement of the Trustee, ~~and the Debtor~~, enforceable in accordance with its terms. In connection therewith, if there is a default by the Lessee under the Lease, Lessor has the right to exercise the remedies under Article XV, including without limitation, the right to take immediate possession of the cars, free of any restrictions imposed by Bankruptcy Rule 8-501, any order of the court proceeding, or any other provision of the Bankruptcy Act,

3. No approval is required by the Lessee from any governmental or public body or authority with respect to the entering into or performance of this Lease, including without limitation, the approval of the United States District Court for the Northern District of Illinois, Eastern Division.

4. As the date of the opinion, the entering into and performance of this Lease will not conflict with, or result in a breach of, the terms, conditions or provisions of any agreement or instrument to which the Lessee is a party or by which it or its property may be bound or conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulations, order, injunction, permit, franchise, or decree of any court or governmental instrumentality. In accordance with Chapter 77 of the Bankruptcy Act, Lessee is the successor in interest to the Chicago, Rock Island and Pacific Railroad Company.

C. Acknowledgement of Assignment.

Lessee, at the request of Lessor, shall execute and deliver to Lessor an acknowledgement of assignment of lease similar in form to Exhibit "C", attached hereto and incorporated herein by this reference and upon such request and execution, furnish to Lessor an opinion of counsel that such acknowledgement has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding instrument, enforceable in accordance with its terms.

ARTICLE VI

MILEAGE ALLOWANCE AND INDEMNIFICATION

A. Collection.

Any mileage allowances, rentals and/or other compen-

sation payable by railroads (hereinafter referred to as "allowances") by reason of the use of the cars shall be collected by Lessor. In connection therewith, Lessee agrees to report to Lessor the movements of the cars, giving therein the date, destination, and routing of the cars together with all information which Lessee may receive from railroads, or from other sources.

B. Lessee Mileage Credit Allowance.

Insofar as applicable laws and regulations permit, Lessee (unless an event of default specified in Article XV hereof shall have occurred and be continuing) shall be entitled to all allowances collected by Lessor from railroads pertaining to the cars as a credit against rents and any other amounts that Lessee may be required to pay Lessor, but in no event shall such credit exceed the sum of such obligations.

C. Empty Mileage Indemnification.

Lessee agrees, insofar as possible, to so use the cars that their total mileage under load will equal or exceed their mileage empty on each railroad over which the cars move. In the event that the empty mileage of the cars should exceed their loaded mileage on any railroad, and Lessor is notified by such railroad to equalize such mileage with loaded mileage or to pay for such excess empty mileage, Lessee, after notice from Lessor, shall equalize such excess

empty mileage within the time limit established by such railroad, or pay Lessor for such excess at the rate established by the governing tariff. Lessor shall notify Lessee of any such event within thirty (30) days of receipt of notice from such railroad.

ARTICLE VII

CAR ALTERATIONS

Lessee shall not alter the physical structure of any of the cars without the advance written approval of the Lessor.

ARTICLE VIII

MAINTENANCE AND REPAIRS

A. Responsibilities.

Except where responsibility is placed upon others as provided in Article IXA hereof, Lessor shall, at its expense, maintain the cars exclusive of interior lading protective devices, special interior linings, and removable parts, if any, in good condition and repair according to the Code of Rules hereinafter mentioned; provided, however, that maintenance of hatch covers and discharge gates shall be the responsibility of Lessor. Lessee agrees, at its expense, to maintain all interior lading protective devices, special interior linings and removable parts, if any, in good condition and repair, and Lessee, shall have the right

to make ordinary running repairs, and Lessor shall reimburse Lessee for the out-of-pocket costs for such repairs, exclusive of repairs to interior lading protective devices, special interior linings and removal parts, within thirty (30) days of receipt of written notification thereof, but subject to Lessor's verification of same.

B. Notification of Needed Repairs.

If a car becomes unfit for service for any reason, Lessee shall notify Lessor in writing of needed repairs, and if responsibility for such repairs is placed on Lessor under Article VIIIA, Lessor shall have a reasonable period of time to repair and return such car to service or replace such car with another car; rental charges for such car or cars shall abate from and after a period of seven (7) days from the date when each car is reported, and until it is repaired and returned to service, or replaced by another car.

ARTICLE IX

LOSS OR DAMAGE

A. Responsibilities.

Lessee shall be responsible for loss or destruction of, or damage to, the cars or parts thereof or appurtenances thereto, furnished under this Lease unless the then prevailing Code of Rules Governing the Condition of, and

Repairs to, Freight and Passenger Cars for the Interchange of Traffic, promulgated by the Association of American Railroads (herein called the "Code of Rules") places responsibility upon a railroad subscribing to the Code of Rules; provided, however, that Lessee shall not be responsible if such loss, destruction or damage to the cars or parts thereof or appurtenances thereto was caused by the neglect or willful act of Lessor.

Notwithstanding anything contained herein to the contrary, in the event that a car is lost, damaged, or destroyed while on the tracks of any railroad that does not subscribe to the Code of Rules or in the event that any car is damaged by any commodity which may be transported, or stored in or on such car, such repairs, renewals or replacements as may be necessary to replace the car, or to place it in good order and repair shall be at the sole cost and expense of Lessee unless such loss is caused by the neglect or willful act of Lessor. Lessor and Lessee agree to cooperate with and to assist each other in any reasonable manner requested, but without affecting their respective obligations under this Article, to establish proper claims against parties responsible for the loss or destruction of, or damage to, the cars. In the event the Code of Rules conflicts with any provision of this Lease, this Lease shall govern.

B. Substitution.

If a car should be damaged or destroyed, Lessor shall have the right, but shall not be obligated, to substitute another car of the same type, capacity and condition.

C. Indemnification by Lessee.

1. Damages, Losses and Injuries.

Lessee shall defend (if such defense is tendered to Lessee) indemnify and hold Lessor harmless from and against all losses, damages, injuries, liabilities, claims, and demands whatsoever regardless of the cause thereof (including without limitation attorneys' fees) arising out of or as a result of the use, storage, and/or operation of the cars by Lessee during the term of this Lease, including without limitation, claims for (a) injury to or death of persons including employees of Lessee, (b) loss of or damage to property including the cars or property of Lessee, and (c) economic loss due to the nonavailability for use of the car or property damaged or destroyed; provided, however, that if Article IXA places the responsibility for loss, destruction or damage to the car on Lessor, Lessee shall have no obligation to indemnify Lessor

for the loss, damage or destruction of the car. Lessee's obligation to defend, indemnify and hold Lessor harmless shall survive the termination of this Lease for any reason.

ARTICLE X

LOSS OF COMMODITIES

Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the cars, however, such loss or damage shall be caused, or shall result. In addition to any other indemnity provided herein, the Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor, and to assume responsibility for any damage caused to the car by such commodities.

ARTICLE XI

LOSS OF USE OF CAR BY LESSEE

Lessor shall not be liable to Lessee for any damages, costs or losses which result from the loss of the use of any car for any reason, including any loss of use resulting from the lease of such car under the other leases whereby such car is lost, destroyed, damaged, delivered late, or rendered not suitable or fit as set forth in Article III hereof.

ARTICLE XII

TAXES

A. Lessor shall pay any personal property taxes imposed upon it as a result of its ownership of the cars. Except as otherwise provided in the preceding sentence, Lessee shall pay and indemnify and hold Lessor harmless from all imposts, duties, tariffs, customs, switching demurrage, (hereinafter referred to collectively as "other charges") including penalties and interest thereon levied or imposed by any foreign, Federal, state or local government, railroad or other agency upon or with respect to the cars, or the Lessor in connection with the cars or in the lease thereof hereunder.

ARTICLE XIII

ASSIGNMENT, TRANSFERS, ENCUMBRANCES

A. Lessor's Rights to Assign or Transfer

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of,

either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the cars, with or without notice to Lessee provided, however, that Lessor shall notify Lessee of any transfer of ownership which will require payment of rental to any party other than Lessor. In the event of any such assignment, pledge, mortgage, transfer or other disposition and in the event Lessee is in default hereunder, this Agreement and all rights of Lessee under this Agreement or those of any person, firm or corporation who claims or who may hereafter claim any rights in this Agreement under or through Lessee, are hereby made subject and subordinate to the terms, covenants and conditions of any chattel mortgage, conditional sale agreement, equipment trust agreement or other agreements or assignments covering the cars heretofore or hereafter created and entered into by Lessor, its successors or assigns, and to all of the rights of any such chattel mortgage, assignee, trustee or other holder of legal title to the cars. Any sublease or assignment of the cars permitted by this Agreement that is entered into by Lessee or its successors or assigns shall contain language which expressly makes such assignment or sublease subject to the subordination contained herein. At the request of Lessor or any chattel mortgagee, assignee, trustee, or other holder of the legal title to the cars, the cars may be lettered or marked to identify the legal owner of the cars at no expense to Lessee.

B. Lessee's Rights to Transfer or Sublease:

Lessee shall use the cars exclusively within the boundaries of the continental United States (exclusive of Alaska and Hawaii) or in international service between Canada and the United States provided the car is used predominantly within the United States within the meaning of Section 48 of the Internal Revenue Code of 1954, as amended. Lessee shall not transfer or assign the cars or this Agreement, nor permit such transfer or assignment by operation of law or otherwise, without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee shall have the right to sublease any of the cars without Lessor's prior consent; provided, however, that Lessee shall notify Lessor of any sublease (except trip lease) of the cars. Furthermore, Lessee shall have the right to lease the cars to customers of Lessee for a single trip without the prior consent of Lessor and without notifying Lessor. No transfer, sublease or assignment of this Lease, or of the cars, shall relieve Lessee from any of its obligations to Lessor under this Agreement.

ARTICLE XIV

OWNERSHIP OF THE CAR

Lessee acknowledges and agrees that by the execution of this Lease, it does not obtain and by payments and performance hereunder it does not and will not have or obtain any title to the cars or any property right or inter-

est therein, legal or equitable, except solely as Lessee hereunder and subject to all of the terms hereof. Lessee shall keep the cars free from any encumbrances or liens which may affect Lessor's title.

ARTICLE XV

DEFAULT BY LESSEE

A. Default Conditions:

If Lessee defaults in the payment of any sum of money to be paid under this Lease and such default continues for a period of ten (10) days after written notice to Lessee of such default; or if Lessee fails to perform any covenant or condition required to be performed by Lessee which failure shall not be remedied within ten (10) days after notice thereof by Lessor to Lessee; or if Lessee shall dissolve, make or commit any act of bankruptcy, or should any proceeding under any bankruptcy, or insolvency statute or any laws relating to relief of debtors be commenced by or against Lessee other than the Proceedings, or should a receiver, trustee or liquidator be appointed for Lessee or for all or a substantial part of Lessee's assets; or should an order, judgment or decree be entered by a court of competent jurisdiction and continue unpaid and in effect for any period of sixty (60) consecutive days without a stay of execution other than those which were entered into prior to the date the Proceedings commenced; or should a writ of attachment or execution be levied on any car and not be discharged with ten (10) days thereafter, Lessor may exercise one or more of the following remedies with

respect to the cars.

1. Immediately terminate this Agreement and Lessee's rights hereunder.

2. Require the Lessee to return the cars to Lessor at Lessee's expense, and if Lessee fails to so comply, Lessor may take possession of such cars without demand or notice and without court order or legal process. Lessee hereby waives any damages occasioned by such taking of possession whether or not Lessee was in default at the time possession was taken, so long as Lessor reasonably believes that Lessee was in default at such time. Lessee acknowledges that it may have a right to notice of possession and the taking of possession with a court order or other legal process. Lessee, however, hereby knowingly waives any right to such notice of possession and the taking of such possession without court order or legal process;

3. Lease the cars to such persons, at such rental and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such leasing less all costs and expenses incurred in the recovery, repair, storage and renting of such cars, toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which at the Lessor's option, shall be paid monthly, as suffered, or immediately or at the end of the term as damages for Lessee's default;

4. Bring legal action to recover all rent or other amounts then accrued or thereafter accruing from Lessee to Lessor under any provision hereunder.

5. Pursue any other remedy which Lessor may have.

B. Each remedy is cumulative and may be enforced separately or concurrently. In the event of default, Lessee shall pay to Lessor all costs and expenses including reasonable attorneys' fees expended by Lessor in the enforcement of its rights or remedies hereunder, and Lessee shall pay interest at the rate of ten percent (10%) per annum on any amount owing to Lessor from the time such amount becomes due hereunder.

ARTICLE XVI

DELIVERY AT END OF EACH PERIOD

At the end of each Period, Lessee, at its expense, shall deliver the cars and each part thereof, to Lessor, or a subsequent lessee under the other leases, as designated by Lessee, at the point set forth in Exhibit "B" or as may be mutually agreed upon by Lessor and Lessee, empty, free from residue, and in the same good order and condition as it was

delivered by Lessor or a previous lessee to Lessee, ordinary wear and tear excepted, and repairs that Lessor is required to make pursuant to Article VIII hereof excepted. In no case will any of the cars be automatically cleaned without prior notice to Lessee, but Lessee shall, on demand, reimburse Lessor for the cost of cleaning any car that contains residue. Lessor shall have the right, at its expense, to inspect the cars returned pursuant hereto to determine the existence of any abnormal damage arising from misuse, negligence, failure to maintain the cars or otherwise. In the event such damage exists, Lessor shall notify the Lessee responsible and the appropriate Lessee shall pay for all repairs thereto required.

In the event that the cars are not redelivered to Lessor or delivered to the subsequent Lessee under one of the other leases on or before the date on which each Period ends, or in the event that the cars so delivered are not in the condition required by this Article XVI, Lessee shall pay rental for each day that such cars are not delivered as required herein or until such cars are in the condition required, at the pro-rata rate of the monthly rental set forth in Exhibit "B".

ARTICLE XVII

WARRANTIES AND REPRESENTATIONS

LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE CARS. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY THE CARS OR BY ANY DEFECT THEREIN OR USE OR MAINTENANCE THEREOF, OR SERVICING OR ADJUSTMENT THERETO. During the period of any lease hereunder in which Lessee renders faithful performance of its obligations, Lessor hereby assigns to Lessee any factory or dealer warranty, whether express or implied, or other legal right Lessor may have against the manufacturer in connection with defects in the cars covered by this Lease.

ARTICLE XVIII
MODIFICATION PROCEDURE

A. No modification or waiver of any provision of this Lease nor consent to any departure by Lessee therefrom shall be effective unless the same shall be in writing signed by both parties, and then such waiver of consent shall be effective only in the specific instance and for the purpose for which given.

B. If any term or provision of this Lease or the application thereof shall, to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Lease, and this Lease shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XIX

SUBJECT TO CALIFORNIA LAWS

This Lease and the provisions herein shall be interpreted under, and performance shall be governed by, the laws of the State of California.

ARTICLE XX

FAILURE TO PERFORM

If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such non-performance, may itself render such performance. Lessee shall reimburse Lessor on demand for all sums so paid by Lessor on Lessee's behalf.

ARTICLE XXI

RIGHT OF INSPECTION

Lessor or its assignee shall, at any reasonable time, and without interfering with Lessee's operations, have the right to inspect the cars by its authorized representative wherever they may be located for the purpose of determining compliance by Lessee with its obligations hereunder.

ARTICLE XXII

NOTIFICATION REQUIRED

Lessee shall immediately notify Lessor of any accident or malfunction in connection with the operation of the cars, including in such report the time, place and nature of the accident, the damage caused to the property, the names and addresses of persons injured and of witnesses, and such other information as may be pertinent to Lessor's investigation of such accident. Lessee shall also notify Lessor in writing within ten (10) days after any attachment, tax lien, or other judicial process attaches to the cars. Within five (5) days after receipt of written demand from Lessor, Lessee shall give Lessor written notice of the approximate location of the cars.

ARTICLE XXIII

ASSIGNMENT OF RIGHTS

This Lease shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, provided, however, that no rights of Lessee under this Lease shall pass to any successor or assignee of Lessee by operation of law or otherwise without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE XXIV

EQUIPMENT CHANGES

Lessee shall comply with all governmental laws, rules, regulations, requirements, and the Code of Rules of the Association of American Railroads with respect to the use, maintenance and operation of the cars. In case any equipment or appliance on the cars shall be required to be changed or replaced or in case any additional or other equipment or appliance shall be required to be installed on the cars in order to comply with such laws, regulations, requirements and rules, Lessee agrees to cause such changes, additions and/or replacements to be made at its cost and expense, and title thereto shall be immediately vested in Lessor without cost or expense to Lessor; provided, however, that if Lessee declines to cause such changes, additions and/or replacements to be made, Lessor at its option may upon 5 days written notice terminate this lease.

ARTICLE XXV

ADMINISTRATION OF LEASE

Lessee agrees to make available to Lessor inform-

ation reasonably required for the efficient administration of this Lease.

ARTICLE XXVI

ADDRESSING OF NOTICES

Any notice required hereunder shall be in writing and effective upon receipt and shall be delivered to the respective parties hereto by personal delivery thereof or by deposit in the United States Mail as Certified or Registered matter, return receipt requested, postage prepaid, and addressed to the respective parties as follows, unless otherwise advised in writing.

Lessee to Lessor

TO: Professional Lease Management, Inc.
One Embarcadero Center, Suite 2202
San Francisco, California 94111
Attn: William F. Bryant, Executive Vice President

Lessor to Lessee

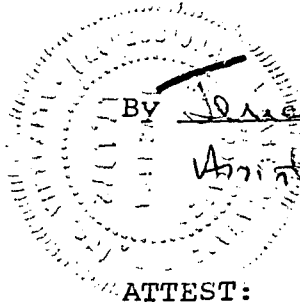
TO: Chicago, Rock Island & Pacific
Railroad Company
745 So. LaSalle Street
Chicago, Illinois 60605
Attn: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused

this instrument to be executed on 7 April, 1977.

ATTEST:

PROFESSIONAL LEASE MANAGEMENT, INC.



By Joseph H. Bickers
Assistant Secretary

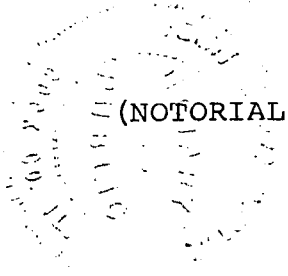
By Mr. C. H. Hays
(Title President)

ATTEST:

WILLIAM M. GIBBONS, TRUSTEE OF THE
CHICAGO, ROCK ISLAND & PACIFIC
RAILROAD COMPANY

By Henry C. Lockwood Jr.

By John W. Burnett
(Title V.P. - PURCHASING)



(NOTORIAL SEAL) .

EXHIBIT "A"

NUMBER AND DESCRIPTION OF CARS

NUMBER OF CARS: 150

DESCRIPTION OF CARS: 4,750 cubic foot, unlined, 100 ton-
truck gravity discharge covered
hopper car with trough hatches

EXHIBIT "B"

- | <u>1. LESSEE</u> | <u>LEASE PERIODS</u> |
|---------------------------|---|
| Continental Grain Company | 9/15/77 - 2/15/78
9/15/78 - 2/15/79
9/15/79 - 2/15/80 |
| C.F. Industries, Inc. | 2/15 - 6/15/77
2/15 - 6/15/78
2/15 - 6/15/79 |
| Rock Island Railroad | 6/15 - 9/15/77
6/15 - 9/15/78
6/15 - 9/15/79 |
2. No cars shall be loaded by Lessee later than the first day of the month in which the lease period ends. No cars shall be delivered before the end of any lease period without the consent of the subsequent lessee.
3. Rental Rate - \$297.00 per car per month.

EXHIBIT "C"

ACKNOWLEDGEMENT OF ASSIGNMENT OF LEASE

The undersigned is Lessee under a Lease (the "Lease") dated Feb 15 1977, between PROFESSIONAL LEASE MANAGEMENT, INC., as Lessor, and the undersigned, as Lessee, with respect to certain railroad cars (the "equipment"). Undersigned hereby acknowledges receipt of a copy of an assignment of the Lease from the Lessor to _____ ("Assignee").

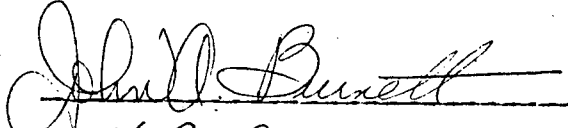
As an inducement to Assignee to partially finance purchase of the equipment being leased by the Lessor to the undersigned pursuant to the Lease, the undersigned hereby agrees that:

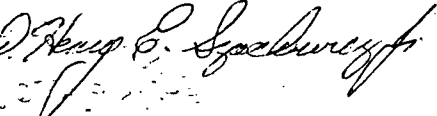
(1) The undersigned will pay all rentals and other amounts to be paid by Lessee under the Lease directly to the assignee at _____ or at such other address as may be furnished in writing from time to time to the undersigned by the Assignee.

(2) Assignee shall be entitled to the benefits of and to receive and enforce performance of all the covenants to be performed by the undersigned under the Lease as though the Assignee were named therein as Lessor, but Assignee shall not, by virtue of the assignment, or this instrument of acknowledgment, be or become subject to any liability or obligation under the Lease, provided, however, the Lessor (assignor) shall remain primarily obligated to Lessee under the Lease.

(3) The undersigned shall not, without the prior written consent of Assignee, amend or modify the Lease or take any action or omit to take any action, by the taking or omission of which might result in an alteration or impairment of the Lease, except to the extent, if any, that the undersigned is otherwise entitled to do so as a result of the default thereunder of the Lessor.

Dated as of _____, 1976.


By V. P. - PURCHASING
(Title of Officer)

attested 

ACKNOWLEDGEMENT

The undersigned (the "Lessee") has been advised by PLM, Inc. (formerly Professional Lease Management, Inc.) ("PLM") and Arthur R. Dubs ("Mr. Dubs") and hereby acknowledges that PLM is the authorized agent for Mr. Dubs and other owners in connection with the leasing of covered hopper railcars numbered PLMX 10001 through 10150 (the "Cars") under a Master Lease Agreement (the "Lease") dated as of February 15, 1977 between PLM and Lessee. In connection therewith, Lessee has been advised and acknowledges and agrees that:

1. Mr. Dubs (as to Cars numbered PLMX 10092 through PLMX 10150) and such other owners (as to other Cars) are the owners of such cars, and PLM has no interest in the cars except to the extent that it is acting as the authorized agent for Mr. Dubs and such other owners with respect to the leasing and management thereof. We agree that Exhibit A to the Lease may be amended to specify the Cars by AAR road number which are owned by Mr. Dubs.

2. PLM negotiated, prepared, executed and delivered the Lease on behalf of, and as agent for, Mr. Dubs and such other owners.

3. Lessee acknowledges the assignment by Mr. Dubs to the Morgan Guaranty Trust Company of New York ("the Bank") of a security interest in the Lease and agrees that, if Lessee shall be so directed by the Bank, Lessee will thereupon pay all amounts payable under the Lease in respect of such 59 cars to the Bank in such manner as the Bank may direct.

4. We also agree that, during each period of each calendar year in which the undersigned is leasing the Cars, such Cars will be used more than one-half of the time during each such period within the continental United States.

5. Unless an event of default shall occur under the lease by the undersigned any rights of the Bank shall be subordinate and subject to the rights of the undersigned under the lease.

Dated October 4, 1977

William M. Gibbons, Trustee
of the Chicago, Rock Island
& Pacific Railroad Company

BY John A. Burnett
(title)

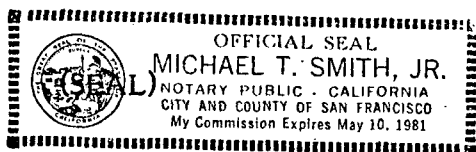
Vice President Purchasing

CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 30th day of September, 1977, before me personally appeared Mark C. Hungerford, to me personally known, who being by me duly sworn, says that he is the President of PLM, Inc., (formerly Professional Lease Management, Inc.), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michael T. Smith Jr.
Notary Public



My commission expires May 10, 1981

STATE OF ILLINOIS

COUNTY OF COOK

I, RICHARD ALAN WISE a Notary Public, do hereby, certify that on the 18th day of April, A.D., 1977, personally appeared before me JOHN A. BURNETT who declares he is VICE PRESIDENT - PURCHASING of William M. Gibbons, Trustee of Chicago, Rock Island and Pacific Railroad Company, executing the foregoing Document and first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth,

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Richard Allan Wise
Notary Public

CERTIFICATE OF NOTARY PUBLIC

Washington, D.C.

I, Donna W. Ours, a duly appointed Notary Public of the District of Columbia, hereby certify that I have compared the attached document with the original document, and I have determined that it is a true and correct copy in all respects.

Dated:

October 4, 1977

Donna W. Ours
NOTARY PUBLIC

My commission expires

July 14, 1981